



389 Park Ave East • Mansfield, OH 44905



Phone: 419.524.4342 • Fax: 419.524.8050

CREDIT TERMS ACCOUNT APPLICATION

ACCOUNT INFORMATION

BUSINESS NAME PHONE

OWNER CELL

EMAIL FAX

WE PREFER TO EMAIL, RECEIPTS, INVOICES AND STATEMENTS. IS ABOVE EMAIL OKAY TO SEND THESE TO? YES / NO

BILLING ADDRESS CITY/STATE/ZIP

DELIVERY ADDRESS CITY/STATE/ZIP

BUSINESS TYPE ☐ INDIVIDUAL YEARS IN BUSINESS TAX EXEMPT

☐ PARTNERSHIP EIN YES ☐ ATTACH

☐ CORPORATION SSN CERTIFICATE TO APPLICATION

☐ LLC DOB NO ☐

☐ OTHER REQUESTED CREDIT AMOUNT

PLEASE LIST PRODUCTS / SERVICE YOU PLAN TO PURCHASE! ☐ READY-MIX CONCRETE

..... ☐ MASONRY BLOCK

BANK REFERENCE

NAME CONTACT

ADDRESS TELEPHONE

CITY/STATE/ZIP FAX / EMAIL

TRADE REFERENCE

[PLEASE NOTIFY COMPANIES THAT YOU ARE USING THEM AS A REFERENCE]

NAME CONTACT

ADDRESS TELEPHONE

CITY/STATE/ZIP FAX / EMAIL

NAME CONTACT

ADDRESS TELEPHONE

CITY/STATE/ZIP FAX / EMAIL

NAME CONTACT

ADDRESS TELEPHONE

CITY/STATE/ZIP FAX / EMAIL

OFFICE USE ONLY	CUSTOMER ID	DATE
☐ APPROVED BY	SALESMAN	
☐ DENIED TITLE	CREDIT LIMIT	

SEE TERMS AND CONDITIONS

CEMENT PRODUCTS, INC.

TERMS AND CONDITIONS

CEMENT PRODUCTS, INC. HEREINAFTER REFERRED TO AS SELLER, OFFERS NO GUARANTEES OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, ON PRODUCTS SOLD BY IT, AND BUYER HEREIN ASSUMES ALL RISKS AND LIABILITY FOR THE RESULTS OBTAINED IN THE USE OF PRODUCTS SOLD BY SELLER AND BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM DEFECTIVE OR UNFIT PRODUCTS.

PRICES: Unless otherwise indicated, the prices quoted apply only to shipments made to Buyer within 30 days from quotation date. Unless otherwise specified, deliveries thereafter will be invoiced at the prices in effect at the time of shipment. Price quotations will not contain Ohio Sales Tax, unless expressly indicated otherwise in writing and the tax shall be added where applicable. Freight charges will not be included in price quotations unless expressly indicated otherwise in writing and shall be added where applicable.

CREDIT: Credit Terms is subject to credit verification and approval by Seller. If, in the sole judgement of seller, the financial responsibility of Customer shall at any time become impaired, Seller may decline to make further deliveries. All checks returned unpaid by Customer's bank will be assessed a Return Check Fee which shall be paid by Customer. Said fee will be determined by Seller, but in not event shall exceed \$50.00.

PAYMENT TERMS: Any invoice remaining unpaid as of the tenth day of the month following the month of purchase shall be subject to a service charge of 2 percent per month (24% per annum). Buyer agrees to pay all bills for merchandise sold to it by Seller according to the terms hereof and upon failure to do so, agrees to pay all costs of collection, including a reasonable attorney's fee, together with any interest on any unpaid balance at the rate of 2 percent per month (24% per annum).

RETURNS: All sales are final, and no product may be returned unless consented to by Seller per Return & Refund Policy dated April 7, 2023. See website for policy. www.cementproductsinc.com "Return & Refund Policy".

DELIVERY DATES: Seller does not guarantee delivery dates and all delivery dates given are estimates.

NO OTHER AGREEMENTS: There are no understandings or agreements between Buyer and Seller other than those expressed and contained herein, and no agent or salesperson of Seller has any authority to obligate Seller by any terms, guarantees, warranties, or conditions not herein expressed. This Agreement may only be altered by written consent of the parties.

COMMERCIAL TRANSACTION: This is a commercial transaction and in accordance with the applicable provisions of Ohio law, and Buyer knowingly and expressly waives right to notice and hearing of any application for prejudgment remedy made by Seller to enforce its rights herein.

APPLICABLE LAW: The Buyer and Seller agree that this Contract shall be deemed to have been made and executed in the State of Ohio and that any dispute arising under this Contract shall be resolved in accordance with the internal laws of the State of Ohio and not its laws of conflict. Customer and Seller agree that any legal action related to this Contract shall only be filed in any court of competent jurisdiction in Richland County, Ohio.

The undersigned represents that all the information provided herein is true and that said representations are made for the purpose of obtaining credit from Seller, and in return for the extension of credit, the undersigned hereby agrees to all of the foregoing terms and conditions.

I hereby authorize my financial institutions and other creditors to release credit information to Cement Products, Inc.

COMPANY NAME: _____

SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

PERSONAL GUARANTEE:

IN CONSIDERATION OF CEMENT PRODUCTS, INC. EXTENDING CREDIT TO BUYER, THE UNDERSIGNED DOES HEREBY GUARANTEE CEMENT PRODUCTS, INC. PAYMENT OF ALL PURCHASES SENT TO THE ABOVE BY CEMENT PRODUCTS, INC. AND AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, TOGETHER WITH INTEREST ON ANY UNPAID BALANCES AT THE RATE OF 2% PER MONTH (24% PER ANNUM). THE LIABILITY OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY INDULGENCE, COMPROMISE, SETTLEMENT, EXTENSION, OR VARIATION OF TERMS, AND NOTICE OF PRESENTMENT IS HERBY WAIVED.

SIGNATURE: _____

PRINTED NAME: _____ DATE: _____

Office use only. *Must be completed by a Cement Products, Inc. employee:*

☐ Approved By: _____

☐ Rejected Title: _____ Date: _____